

U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

782298

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. **If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.** You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

MONTH/YEAR

A

BATCH

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This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: GE Energy Parts, Inc.
Address: 4200 Wildwood Parkway
City, State and ZIP: Atlanta, GA 30339
Country (if other than USA):
Telephone: (770) 859-6238
Firm Identification No. (if known): 346130

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other E

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in item 1a)

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Requestion/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

PD012999

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

- ☐ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☐ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential.
☐ I (we) authorize public release of all information contained in the report and in any attached documents.
I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Date

Column	(2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).	SHEET NO. 2	FORM BXA-6051P-a (Rev. 10-89)				
		REPORTING FIRM (Name) GE Energy Parts, Inc.	REPORT OF REQUEST FOR RESTRICTIVE T MULTIPLE TRANSACTIONS (C				
RSN SUBSET RTP/CLASS OTHER PARTY FIN (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED <i>(unless same as item 1a or item 2 on Sheet No. 1)</i> (2)	BOYCOTTING COUNTRY (3)	BOYCOTTED COUNTRY OR COUNTRIES (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)	REQUEST- ING DOCUMENT CODE (6)	DECISION ON REQUEST CODE (7)	YOUR REFERENCE NUMBER (8)
THIS SPACE FOR BXA USE <i>Reportable</i> ↓		Oman	Israel	10/12/98	R	R	Oman Mining AV5602
		U.A.E.	Israel	10/16/98	R	R	DUBAL 8EUE9AV5990
		U.A.E.	Israel	10/22/98	R	R	DUBAL 8EWE9AV6005
		U.A.E.	Israel	10/22/98	R	R	DUBAL 8EUE9AV6017

(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

Oman Mining Co
8 BBE 9AN 5602

CONDITIONS OF CONTRACT

1. The price stated on this contract is fixed and firm for the duration of the contract unless specifically stated to the contrary. Prices therefore will not be subject to escalation of any kind, for any reason whatsoever.
2. Unless specifically stated in the Purchase Order all goods are placed on a "delivered" basis to the nominated delivery address. No carriage charges will therefore be accepted if not agreed in writing prior to delivery.
3. The contract price on this order is deemed to include the supply of all Material Test Certificates, Parts lists, Drawings, Works Test Certificates, Operating and Installation Manuals, Wiring Diagrams etc. as required in the Purchase Order or being normal practice for contracts of this nature.
4. The contract price on this order is deemed to include the supply of all Nuts, Bolts, Washers, Gaskets, initial charges of oil etc. required for installation start up and commissioning.
5. The contract price on this order is deemed to include the price of all non returnable packages. Should you require packages returned this should be indicated on your delivery note. Returnable packages will be shipped to you at the earliest possible date and the cost of transport will be debited to your account. The Company will not pay any deposit on returnable packages.
6. The contract will not be considered complete for payment purposes until all documentation eg. Instruction Manuals, Test Certificates, Drawings etc. called for in the purchase order or by statutory regulations has been received at these offices. Invoices will not be accepted until all documentation is complete.
7. Advice notes should be posted to our Muscat Office on the day goods are despatched.
8. Unless otherwise stated in this Purchase Order payment will be made 30 days following the last day of the month in which the invoice is received. Invoices should be posted to our Muscat Office on the day the goods are despatched. The Company will accept no responsibility for payments delayed as a result of late invoicing.
9. All materials issued by this Company as "free issue" materials will at all times remain the property of the Company even in the event of the suspension of the contract or the insolvency of the supplier.
10. All jigs, tools, dies and patterns for which we pay all or part cost are to become our property in the event of your refusal to supply the articles for which they were made.
11. All patterns and drawings supplied by us will remain our property at all times and must be returned in good order with the goods on completion of the order. The vendor shall replace all patterns, drawings or material which may be lost or damaged whilst in the possession of the vendor.
12. Drawings including any patented or patentable features embody confidential information of Oman Mining Company and their use is conditioned upon the users agreement not to reproduce the drawing in whole or in part nor the material described thereon nor to use the drawing for any purpose other than specifically permitted in writing by Oman Mining Company. It is also expressly forbidden to divulge any information supplied in pursuance of the contract to any third party unless agreed in writing by Oman Mining Company.
13. The buyer reserves the right to inspect any materials before despatch from the vendors works or in the event of any part of the manufacture being subcontracted, at the manufacturers works, such inspection shall not in any way relieve the vendor of his responsibility or liability, nor in any way imply acceptance of such materials. Where inspection is required by the Purchase Order at least seven days notice of readiness for inspection is to be given by the vendor.

Where inspection at vendors works is not a contractual requirement it is the vendors responsibility to carry out suitable inspection to ensure that goods meet the contract specification. Certificates of conformity should be issued where applicable.
14. Where the buyer rejects materials at sellers or vendors works, the vendor shall take immediate steps to rectify the offending materials to the buyers inspection representatives' satisfaction.
15. Where the buyer rejects materials at the buyers premises the vendor shall remove the offending material within the shortest possible time and carry out any rectification work, or replace the goods entirely in the shortest possible time, working overtime where necessary. Failure to remove rejected goods within 7 days will result in goods being

despatched by the buyer and the cost of transport being debited to the vendors account or where this is not possible the cost of storage charged.

16. Any costs incurred by the buyer as a result of faulty or sub-standard materials being supplied by the vendor will be charged to the vendors account.
17. Goods supplied under this contract may be held in store for up to two years therefore packaging should give sufficient protection for this period. Due consideration should be given to site conditions details of which are available from our purchasing department. Transit conditions to site should also be given full consideration by vendor when packaging goods. It is the vendors responsibility to advise any special storage conditions required for his products by means of a notation on the delivery note.

Any goods which deteriorate in storage as a result of failure to comply with the above will be returned to the supplier for credit.
18. The vendor shall carry product liability insurance for the equipment or materials he is supplying. Approval by the buyers inspector will in no way absolve the vendor of this responsibility. The extent of cover should be sufficient to meet any reasonable claims which could be expected to arise from failure of the equipment.
19. It is the vendors responsibility to ensure that all equipment and materials supplied conform to local safety standards and statutory regulations. Certificates of conformity should be supplied to the buyer where applicable.
20. The vendor must ensure that all products supplied do not contravene the regulations in force with regard to the boycott of Israel.
21. Where the buyer makes a stage payment for part completion of the work or on receipt of materials at vendors works then that part of the work or those materials for which the vendor has been paid will become the property of the buyer.
22. Goods shall become the property of the buyer, on delivery, or on month following written notice of completion, or on payment, whichever is the sooner.
23. All documentation supplied against this contract including all invoice and delivery notes must show the order number in full. The vendor cannot accept any responsibility for late payment resulting from failure to comply with this condition or use of incorrect numbers.
24. In the event of all or part of this contract being sub-contracted by the buyer these terms and conditions of purchase must be passed on their entirety to the sub-vendor. Sub-contracting of orders that infringe to specific Oman Mining Company drawings and designs is expressly forbidden unless agreed in writing by the Company.
25. Where any special equipment is needed for off-loading the vendor should give at least 7 days notice of this requirement. Failure to comply will result in goods not being accepted.
26. Any alteration to the contents of this order or to the conditions of purchase contained therein must be agreed by the purchaser in writing by means of an official order amendment, otherwise they cannot be considered as accepted.
27. All Drawings, Parts Lists, Operating Manuals, Test Certificates and other technical documentation required under the contract are to be in the English Language.
28. All materials supplied against this contract must conform in all respects to the contract specification. No substitute or alternative materials will be acceptable without prior written agreement from Oman Mining Company.
29. These general conditions shall have effect subject to any express stipulation or condition at variance with these conditions that may be contained in the specification or otherwise incorporated in the contract.

PUBLIC INSPECTION COPY

CONDITIONS OF PURCHASE

DUBAL

86UE9A-5990

1. ORDER FORMS

Dubal Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the specified time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

When the parts to be manufactured are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and / or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage or injury, or death whatsoever and whatsoever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's site or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and / or his sub-contractors shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockout or fire, the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

PUBLIC INSPECTION COPY

CONDITIONS OF PURCHASE

DUBAL

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1. ORDER FORMS

Dubai Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order form and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the specified time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

When the parts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear thereon and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and / or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's site or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

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- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies of insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

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18. LAW

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ISRAELI CLAUSE

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CONDITIONS OF PURCHASE

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1. ORDER FORMS

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2. ACKNOWLEDGEMENT OF ORDER

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3. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and / or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the specified time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of the amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGN

When the parts to be delivered are to be manufactured in accordance with the Seller's design plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or said for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and / or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

11. PRICE

The price stated by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, crums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and / or his sub-contractors shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) at this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies of insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockouts or fire, the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organization be used in handling or transporting the goods or materials.

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